

NOVEMBER 6, 2007**MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT****IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION****07 C 6272**CAREMARKPCS HEALTH, L.P.,
a Delaware Limited Partnership,

Plaintiff,

vs.

WALGREEN CO.,
an Illinois Corporation,

Defendant.

Case No.

**JUDGE FILIP
MAGISTRATE JUDGE KEYS****CEM****EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER**

Plaintiff, CaremarkPCS Health, L.P. ("Caremark"), pursuant to Fed. R. Civ. P. 65(b), respectfully requests that this Court grant its Emergency Motion for a Temporary Restraining Order against Defendant Walgreen Co. ("Walgreens"). Under the terms of a Provider Agreement between Caremark and Walgreens, Walgreens dispenses pharmaceuticals to individuals who are eligible for the drug benefit administered by Caremark on behalf of health benefit plans that serve millions of plan participants. Pursuant to the Provider Agreement, Walgreens dispenses prescription drugs to eligible Caremark plan participants and is then reimbursed by Caremark at an agreed upon rate.

In violation of the Provider Agreement, Walgreens has notified Caremark that it intends to terminate its obligations under the Provider Agreement with respect to four health plans within ten days. Specifically, Walgreens has breached the Provider Agreement by providing Caremark with only ten days' notice of termination of its participation in the following health plans: (1) the Wisconsin Educational Association Trust plan; (2) the Ispat Inland Inc.

plan¹; (3) the Johnson Controls, Inc. and its participating affiliates plan; and (4) the Progressive Casualty Insurance Company plan. The Provider Agreement, as amended, requires a thirty-day notice of termination.

Caremark is entitled to a temporary restraining order in this matter because it has suffered and will continue to suffer irreparable harm if Walgreens' actions are not enjoined, because it has no adequate remedy at law, and because it is more than likely to succeed on the merits of its case. Further, the balance of the equities strongly supports the issuance of an injunction in this case. In support of its Motion, Caremark submits its Memorandum of Law in Support of its Emergency Motion for a Temporary Restraining Order.

Wherefore, the reasons set forth above, as well as in its Memorandum of Law, Caremark respectfully requests this Court to grant its Emergency Motion for Temporary Restraining Order, including the following specific relief:

(a) Preliminary injunctive relief against Walgreens and anyone acting in concert therewith, prohibiting Walgreens from terminating its participation in the following pharmacy benefit plans administered by Caremark: (1) the Wisconsin Educational Association Trust plan; (2) the ArcelorMittal plan; (3) the Johnson Controls, Inc. and its participating affiliates plan; and (4) the Progressive Casualty Insurance Company plan on less than thirty days' notice, or before November 29, 2007;

(b) compensatory and punitive damages;

(c) attorneys' fees and costs; and

(d) such other and further relief as may be appropriate.

¹ In Exhibit 5 of the Complaint, Walgreens referred to ArcelorMittal's previous employer-sponsored health plan, Ispat-Inland, when it notified Caremark of its intention to cancel this plan.

Respectfully submitted,

CAREMARKPCS HEALTH, L.P.

By: s/ Peter J. Kocoras
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CERTIFICATE OF SERVICE

The undersigned attorney states that he caused a true and correct copy of the EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER to be filed with the Clerk of the Court, and further caused the same document to be served on counsel for Plaintiff, via hand delivery and facsimile, on this 6th day of November, 2007.

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